Received by NSD/FARA Registration Unit 02/25/2019 7:00:51 PM OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal tisted in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief. Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant		2. Registration No.	
KARV Communications, Inc. 122 East 42nd Street, Suite 2005 New York, NY 10168		6162	
3. Name of Foreign Principal The Public Investment Fund	4. Principal Address of Fo Alraidah Digital City, Bu P.O. Box 6847 Riyadh, 11452 Saudi Arabia	oreign Principal iilding CS01, Al Nakhil District	
5. Indicate whether your foreign principal is one of the Government of a foreign country Foreign political party Foreign or domestic organization: If either Partnership Corporation Association	-		
6. If the foreign principal is a foreign government, star a) Branch or agency represented by the regi			
b) Name and title of official with whom reg	istrant deals		
7. If the foreign principal is a foreign political party, s a) Principal address	state:		
b) Name and title of official with whom regc) Principal aim	gistrant deals		

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

If the foreign pri	ncipal is not a foreign governmen	nt or a foreign political p	arty:	
	e nature of the business or activi	=	=	
The Pu	blic Investment Fund is the King ernational investments. Its inve	gdom of Saudi Arabia's S	Sovereign Wealth Fund that	
		•		•
		-		
b) Is this f	oreign principal:			
Supervised	by a foreign government, foreig	n political party, or other	r foreign principal	Yes ⊠ No 🗆
Owned by a	a foreign government, foreign po	olitical party, or other for	eign principal	Yes 🗵 No 🗌
Directed by	a foreign government, foreign p	political party, or other fo	oreign principal	Yes 🗷 No 🗌
Controlled	by a foreign government, foreign	n political party, or other	foreign principal	Yes ⊠ No 🗌
Financed by	y a foreign government, foreign	political party, or other f	oreign principal	Yes 🗵 No 🗌
Subsidized	in part by a foreign government,	, foreign political party, o	or other foreign principal	Yes 🗵 No 🗌
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Explain fully all	tems answered "Yes" in Item 8(b). (If additional space i	is needed, a full insert page n	nust be used.)
	ials, in keeping with standard S nittee within PIF that oversees i			arate proressional
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0. If the foreign pr	incipal is an organization and is	not owned or controlled	by a foreign government, for	eign political party or other
föreign principa	l, state who owns and controls it	•		,
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	<u> </u>	ÉXECUTION		
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contents are in th	orth in this Exhibit A to the reginer entirety true and accurate to	stration statement and the	at he/she is familiar with the ledge and belief.	he/she has read the contents thereof and that suc
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington. DC. Statements are also available online at the Registration Unit is webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response; including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

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1. Na	ime of Registrant	2. Registration No.	
ΚΑΙ	KARV Communications, Inc. 6162		
3. Na	une of Foreign Principal		
The	Public Investment Fund		
	<u> </u>	Check Appropriate Box:	
4. 🗵	The agreement between the registrant and the checked, attach a copy of the contract to this	e above-named foreign principal is a formal written contract. If this box is exhibit.	
5. 🗀	foreign principal has resulted from an exchan	the registrant and the foreign principal. The agreement with the above-named age of correspondence. If this box is checked, attach a copy of all pertinent all proposal which has been adopted by reference in such correspondence.	
6. □	contract nor an exchange of correspondence b	registrant and the foreign principal is the result of neither a formal written between the parties. If this box is checked, give a complete description below of it or understanding, its duration, the fees and expenses, if any, to be received.	
	scribe fully the nature and method of performa	unce of the above indicated agreement or understanding. blic relations advice and counsel.	
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esigned	8. Describe fully the	activities the registrant engages i	n or proposes to eng	gage in on behalf of the above for	oreign principal.
If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. Provide investor and public relations advice and counsel by providing outreach and relationship-building to various stakeholders in business and the media. EXECUTION In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief. Date of Exhibit B Name and Title Signature Andrew Frank, President Postore: Tothical activity, ** at defined in Section 100 of the Act. means are activity which the programment believe will or the fill or the file accordance to the means are activity which the programment believe will or the file accordance to the means are activity which the programment believe will or the file accordance to the means are activity which the programment believe will or the file accordance to the means are activity which the programment believe will or the file accordance to the means are activity which the programment believe will be the file accordance to the means are activity which the programment believe will be the file accordance to the means are activity which the programment believe will be the file accordance to the means are activity which the programment believe will be the file accordance to the means are activity which the programment believe will be the file accordance to the means are activity which the programment accordance with a content of the file accordance with a content o				and counsel by providing outr	each and relationship-
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EXECUTION In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief. Date of Exhibit B Name and Title Signature Andrew Frank, President /s Andrew Frank esigned in Section 100 of the Act, means any activity, which the organ presents to the line remains to the line remains to the remains and the line remains to the remains the remain				gs, the relations, interests or pol	icies to be influenced
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Public Investment Fund Services Contract



صندوق الاستثمارات العامة

Services Contract

between

The Public Investment Fund

and

KARV Communications Inc.

in connection with Strategic Communications Program

Dated 16 February 2019 Corresponding to 111 061 1440 H

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Services Contract between the Public Investment Fund and KARV - إنك فيما يتعلق ببرنامج النواصل Communications, Inc. in connection with Strategic Communications Program.

Services Contract



صندوق الاستثمارات العامة

This contract and all its appendices (herein referred to as (the "Contract") is entered by and between:

أبرم هذا العقد بجميع ملاحقه (ويشار إليهم فيما بعد بـ "العقد") بين كل من:

- 1) The Public Investment Fund, a government fund established by Royal Decree No. (24/M) and dated 25/6/1391H, having its Head Office at Alra'idah Digital City, Building CS01, Al Nakhil District, P.O. Box 6847, Riyadh 11452, Kingdom of Saudi Arabia, (hereinafter referred to as the "First Party"), and
- 2) KARV Communications Inc. is a corporation
- incorporated pursuant to the laws of United States and registered in State of New York under number 429621. dated September 17, 2012, having its head office address at 122 East 42nd Street, Suite 2005, New York, NY 10168 USA. (Hereinafter referred to as the "Second Party").

The First Party and Second Party hereinafter referred to as the "Parties".

- ١) صندوق الاستثمارات العامة؛ وهو صندوق حكومي تأسس بموجب مرسوم ملكي رقم (م/٢٤) وتاريخ (٩٤/٦/٢٥هـ) وعنوان مركزه الرئيسي في مجمع الرائدة المدينة الرقمية، مبنى CS01، حي النخيل، ص.ب. ١٨٤٧، الرمز البريدي ١١٤٥٢، الرياض، المملكة العربية السعودية، (ويشار إليه فيما بعد بـ "الطرف الأول")، و
- ٢) كارف كومنيكيشن إنك، وهي شركة مساهمة مؤسسة وفقاً لأنظمة الولايات المتحدة الأمريكية والمسجلة في ولاية نيويورك بموجب رقم ٤٢٩٦٢١ وتاريخ ٢٠١٢/٩/١٧، وعنوان مركزها الرئيسي في ١٢٢ شرق شارع ٤٢، سويت ٢٠٠٥، نيويورك، إن واي ١٠١٦٨، الولايات المتحدة الأمريكية. (ويشار إليه فيما بعد بـ "الطوف الثاني").

يشار إلى الطرف الأول والطرف الثاني مجتمعين فيما يلي ــ "ال**طرفان**" أو "الطوفين" حسب ما يقتضيه سياق النص.

PREAMBLE:

غهيد:

- A. Whereas the Second Party is specialized in providing Strategic Communications Advice:
- B. Whereas the First Party desires to retain certain services as described in Appendix (1) (Services);

Now therefore the Parties hereto, having due capacity and authority, agree as follows:

- حيث أن الطرف الثاني متخصص في تقديم خدمات استشارية في التواصل الاستراتيجي،
- ب. وحيث أن الطرف الأول يرغب في الحصول على خدمات معينة حسب التفصيل الوراد في الملحق رقم (١) (الخدمات)،

فقد اتفق الطرفان وهما بكامل الأهلية المعتبرة شرعاً ونظاماً على ما يلى:

1. Definitions

يكون للمصطلحات التالية المعاني المبنية أمام كل منها، وذلك ما لم يقتضي سياق للمصطلحات التالية المعاني المبنية أمام كل منها، وذلك ما لم يقتضي سياق have the following meanings:

"Affiliate" means, in relation to a body corporate or partnership, any subsidiary or holding entity of such body corporate or partnership, and any subsidiary of any such holding company, in each case from time to time.

1. التعاريف

النص غير ذلك:

"المشركات التابعة" فيما يتعلق بأي شخصية اعتبارية أو شراكة، أي شركة تابعة أو مالكة لمثل هذه الشخصية الاعتبارية أو الشراكة، وأي شركة تابعة لهذه الشركة المالكة، في كل حالة على حدة من وقت الآخر.

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Services Contract between the Public Investment Fund and KARV عقد خدمات بين صندوق الاستثمارات الغامة وكارف كومنيكينشن إنك فيما يتعلق ببرنامج التواصل Communications, Inc. in connection with Strategic Communications Program.

Services Contract



صندوق الاستثمارات العامة عقد خدمات

"Applicable Law" has the meaning given in Article (24).

"النظام المطبق" بحسب المعنى الموضح في المادة (٢٤).

"Business Day" means the official business days of the First Party, which is also a day in New York City, USA, on which banks are required to be open.

"يوم عَمَل" يوم عِمل بجسب أيام العمل الرسمية للطرف الأول وأيضاً أيام العمل الرسمية للبنوك في مدينة نيويورك، الولايات المتحدة الأمريكية.

"Contract" means this contract and documents referred to in Article (2).

"العقد" هذا العقد والوثائق المشار إليها في المادة (٢).

"Effective Date" means the starting date for providing the Services as set out in Article (6).

"تاريخ النفاذ" تاريخ بداية تقديم الخدمات، حسب ما نصت عليه المادة (٦).

"Fees" has the meaning given in Article (5).

"الرسوم" بحسب المعنى للوضيح في المادة (٥).

"Force Majeure" has the meaning given in Article (17).

"القوة القاهرة" بحسب المعنى الموضح في المادة (١٠٧).

"Services" has the meaning given in preamble (B).

"الخدمات" بحسب المعنى الموضح في الفقرة (ب) من التمهيد.

"Team Members" has the meaning given in Article (4).

"فريق العمل" بحسب المعنى الموضح في المادة (٤).

"The First Party's Intellectual Property Rights" has the meaning given in Article (13).

"حقوق الملكية الفكرية للطرف الأول" بحسب للعني للوضح في المادة (١٣).

"حقوق الملكية الفكرية الخاصة بالخدمات" بحسب المعنى الموضح في المادة (١٣). - Services Intellectual Property Rights" has the meaning" given in Article (13).

2. Contract Documents

٢. وثائق العقد

يشكل اليمهيد الوارد أعلاه والوثائق التالية للرفقة بحذا العقد جزء لا يتجزأ من هذا - The recitals set forth above and the following documents attached hereto are intended to be, and shall be construed as, an integral part of this Contract:

Appendix No. (1) Services.

الملحق رقم (١) الخدمات.

Appendix No. (2) Fees.

الملحق رقم (٢) الرسوم.

Contract and any of its appendices, the terms of the Contract shall prevail.

وفي حال وجود أي تعارض بين أحكام العقد وأي من ملاحقه فيكون لأحكام In case of any contradiction between the terms of this هذا العقد الأولية في التطبيق.

3. Services

٣. الخدمات

- a. The Second Party shall provide the Services as set out (١) أ. يلتزم الطرف الثاني بتقديم الحدماتِ على النحو المحدد في الملحق رقم (١) in Appendix No. (1) (Services).
- (الخدمات).
- b. The Second Party represents to the First Party that it has the required professional skills, personnel and technical resources to provide the Services.
- ب. يقر الطرف الثاني للطرف الأول أن لديه المهارات للهنية والموارد البشرية والفنية اللازمة لتقديم تلك الخدمات.

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Services Contract between the Public Investment Fund and KARV عقد خدمات بين صندوق الاستثمارات العامة وكارف كومنيكيشن إنك فيما يتعلق ببرنامج التواصل Communications, Inc. in connection with Strategic Communications Program.

Services Contract



صندوق الاستثمارات العامة عقد خدمات

- c. The Second Party shall ensure full and proper performance of the Services and guarantee their quality, validity and suitability for the intended purpose. In case of any fault or failure in the performance of the Services as compared to the scope of Services, the Second Party shall within ten (10) Business Days from the date of the First Party's notice of such fault or failure, with no additional cost to the First Party, rectify, modify or reimplement the Services. Otherwise, the First Party will have the right to have the Services rectified, modified or re-implemented on the Second Party's account. In this case, the First Party has the right to deduct such amounts from any dues of the Second Party resulting from this Contract or any other contract the Second Party has with the First Party. Notwithstanding the foregoing, Second Party's maximum liability hereunder shall be subject to Article 11 below.
- d. The First Party may, at any time; during the period of the Contract, review the Services and its conformity to what is provided by the Second Party in its reports or invoices, and First Party may also conduct such review if necessary at the Second Party's premises after giving the Second Party three (3) Business Days prior written notice. Such review right shall include access to any documents related to the performance of the Services except for those which are proprietary or confidential property of Second Party or any of its clients.
- c. The Parties shall each adhere to all laws, regulations and resolutions issued by the competent authorities, with respect to the performance of the Contract. The defaulting Party shall bear all fees and expenses determined by such authorities, and also any penalties, whatsoever, arising from violation of such laws, regulations and decisions.

4. Team Members and Due Care

a. The Second Party undertakes to dedicate a team of its employees having the experience and expertise to deliver the Services to the First Party whose names, titles, and qualifications are known to the First Party ("Team Members").

- ج. يلتزم المطرف الثاني بأداء الجدمات بشكل كامل، مع ضمان جودها وصلاحيتها وملاءمتها لما أعدت له. وفي حال وجود أي خطأ أو قصور في تقديم الخدمات عما هو وارد في نطاق الخدمات، فسيقوم الطرف الثاني بتصحيح أو تعديل أو إعادة أداء هذه الخدمات خلال مدة أقصاها عشرة (١٠) أيام عمل من تاريخ إشعاره بذلك من قبل الطرف الأول بدون أية مطالبة مالية إضافية. وفي حال عدم التزام الطرف الثاني بتعديل الخطأ أو القصور خلال المدة المشار إليها أعلاه، يحق للطرف الأول تصحيح أو تعديل أو إعادة أداء هذه الحبلة، على حساب الطرف الثاني. وفي هذه الحبالة، يحق للطرف الأول، وبالرغم مما يحق للطرف الأول، وبالرغم مما ترتبت بناء على هذا العقد أو أي عقد آخر مع الطرف الأول، وبالرغم مما سبق، تخضع مسبولية الطرف اثناني الكاملة للحدود المنصوص عليها في المادة سبق، تخضع مسبولية الطرف اثناني الكاملة للحدود المنصوص عليها في المادة
- د. للطرف الأول في أي وقت أثناء مدة العقد أن يقوم بمراجعة الخدمات ومدى تطابقها مع ما يقدمه الطرف الثاني في تقاريره أو فواتيره، كما أن للطرف الأول الحق في أن يقوم بمذه المراجعة في مكاتب الطرف الثاني متى تطلب الأمر ذلك بعد إعطائه إشعاراً مكتوباً بمهلة مسبقة قدرها ثلاثة (٣) أيام عمل، ويشمل حق المراجعة الاطلاع على جميع الوثائق والمستندات المتصلة بأداء الخدمات باستثناء المستندات المملوكة أو السرية الخاصة بالطرف الثاني أو بأي من عملائه.
- على كلا الطرفان التقيد بجميع الأنظمة واللوائح والقواعد والقرارات الصادرة
 عن الجهات المختصة، وأن يتحمل الطرف المخالف جميع الرسوم والمصروفات
 التي تقررها تلك الجهات، كيا أنه يتحمل المسؤولية والغرامات المقررة أياكان
 نوعها بسبب مخالفته لتلك الأنظمة واللوائح والقرارات.

٤. فريق العمل والعناية اللازمة

 أ. يتعهد الطرف الثاني بتكريس فريق عمل عن يعملون لديه من ذوي الخبرة والاختصاص لتقديم الخدمات، حسب الأسماء والمسميات والمؤهلات المعلومة لدى للطرف الأول ("فريق العمل").

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Services Contract between the Public Investment Fund and KARV عقد خدمات بين صندوق الاستثمارات العامة وكارف كومنيكيتن إنك فيما يتعلق بيرنامج النواصل Communications, Inc. in connection with Strategic Communications Program.

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صندوق الاستثمارات العامة عقد خدمات

ب. لا يجوز للطرف الثاني. فيما عدا حالات الإجازات السنوية والمرضية أو إنماء

العقد بسبب ـ أن يغير أي من أعضاء فريق العمل إلا يموافقة خطية مستقة

من الطرف الأول؛ والتي يجب أن يطلبها الطرف الثاني خطياً قبل عشرة (١٠)

- b. The Second Party shall not, except in case of annual or sick leaves or termination for cause, change any of its Team Members without the prior written consent of First Party. The Second Party has to seek such consent in writing ten (10) Business Days before the date of such required change.
- c. In case of resignation or unplanned absence of more than 10 Business Days of any Team Member for any reason, the Second Party shall notify the First Party of such resignation or absence within three (3) Business Days.
- d. The First Party may request the replacement of a Team Member by written notice to the Second Party, and the Second Party shall appoint a substitute acceptable to the First Party within three (3) Business Days from the notice date, without prejudice to the First Party's right to subsequently evaluate the performance of any substitute Team Member and whether to accept or reject such substitute.
- e. The Second Party shall perform the Services and carry out its obligations under this Contract with all due care and efficiency in accordance with the applicable professional standards and practices, observe sound management practices, employ appropriate advanced technology.
- ه. يلتزم الطرف الثاني بأداء الخدمات وتنفيذ التزاماته بموجب هذا العقد بالعناية والكفاءة اللازمة ووفقاً للأساليب والممارسات المهنية ذات العلاقة، وبمراعاة الممارسات الإدارية السليمة، وباستخدام التقنيات المتقدمة المناسبة.

5. Fees and Payment

- a. In consideration for the Services provided by the Second Party, the First Party shall pay the fees set out in Appendix No. (2) (Fees).
- b. Payments due to the Second Party shall be made against invoices delivered to the First Party as outlined in Appendix No. (2) (Fees). The First Party shall settle the invoice within thirty (30) Business Days from the First Party's receipt of the relevant services and reasonably required supporting documents.
- c. The Second Party acknowledged that it shall not claim any additional fees or amounts (not included in this Contract) without the prior written approval of Services by the authorized representative of the First Party.

أي من أعضاء فريق العمل لأي سبب كان، يجب على الطرف الثاني إشعار الطرف الأول خلال ثلاثة (٣) أيام عمل من تاريخ الاستقالة أو التغيب.

ج. في حال استقالة أو الغياب المفاجئ لمدة أكثر من (١٠) أيام عمل من قبل

أيام عمل من تاريخ التغيير المطلوب.

 د. للطرف الأول أن يطلب تغيير أي من أعضاء فريق العمل بموجب إشعار خطئ موجه إلى الطرف الثاني. ويجب على الطرف الثاني توفير بديل خلال ثلاثة (٣) أيام عمل من تاريخ إشعاره بذلك: مع عدم الإخلال بحق الطرف الأول في تقييم وقبول أو رفض أي عضو بديل أو جديد.

الرسوم والدفع

- أ. مقابل الخدمات التي يقدمها الطرف الثاني، يقوم الطرف الأول بدفع الرسوم الموضحة في الملحق رقم (٢) (الرسوم).
- ب. تدفيع المبالغ المستحقة للطرف الثاني بموجب فواتير تقدم إلى الطرف الأول وفق ما هو موضيح في الملحق رقم (٣) (الرسوم). يقوم الطرف الأول بتسوية الفواتير خلال ثلاثين (٣٠) يوم عمل من تاريخ استلامه للخدمات ذات العلاقة والمستندات المؤيدة المطلوبة بشكل معقول.
- ج. يقر الطرف الثاني بأنه لا يحق له مطالبة الطزف الأول بأي رسوم أو مبالغ إضافية (غير مشمولة في هذا العقد) ما لم يتم الحصول على للوافقة الخطية المسبقة على ذلك من قبل الشخص المفوض للظرف الأول.

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عقد خدمات بين صندوق الاستثمارات العامة وكارف كومنيكيشن إلك فيما يتعلق بيرنامج التواصل Services Contract between the Public Investment Fund and KARV عقد خدمات بين صندوق الاستثمارات العامة وكارف كومنيكيشن إلك فيما يتعلق بيرنامج التواصل Communications, Inc. in connection with Strategic Communications Program.

Services Contract



صندوق الاستثمارات العامة عقد خدمات

6. Term

٦. المدة

This Contract shall commence from January 1st, 2019 ("Effective Date") and shall expire on December 31st, 2019 unless terminated earlier pursuant to Article (7).

7. Termination and Withdrawal of Work

- a. The First Party may terminate the Contract at any time for cause or without cause pursuant to ten (10) Business Days prior written notice of termination to the Second Party. In the event of termination, the First Party shall promptly pay the Second Party its Fees, which have been earned up until the effective date of such termination.
- b. The First Party has the right to withdraw the work from the Second Party and complete the remaining Services on the Second Party's account in any of the following cases:
 - 1. Subject to force majeure, if the Second Party has not performed the Services as per its contractual obligations, the First Party's requirements and instructions, or is delayed in its execution of the تأخر في أداء الخدمات على نحو لا يتوقع معه إكمالها في الوقت المحدد Services in manner where it is not expected to complete them in the prescribed time, provided that a five (5) Business Days prior written warning of termination is sent to the Second Party.
 - 2. If it is proven that the Second Party, either by itself or through others, directly or indirectly, improperly paid any money or provided any benefit or promised to do so, in order to enter into this Contract. This does not abrogate the Second Party from any criminal liability in respect of such actions. Upon the occurrence of such case, the First Party also shall have the right to terminate any other agreements entered into with the Second Party.
 - 3. If the Second Party failed to perform any its obligations under this Contract, abandons it, assigns or sub-contracts wholly or partly without the First Party's prior written consent.
 - 4. If the Second Party is declared bankrupt or insolvent, requests declaration of bankruptcy or

يبدأ هذا العقد من تاريخ ١ يناير ٢٠١٩ ("تاريخ النفاذ") وينتهي بتاريخ ٣١ ديسمبر ٢٠١٩ ما لم يتم إنحاؤه قبل ذلك وفقاً للمادة (٧).

٧. إلهاء العقد وفسيخ العمل

- يجوز للطرف الأول إنماء العقد في أي وقت بسبب أو دون سبب وذلك توجب إشعار إنهاء خطى للطرف الثاني قبل الإنجاء بعشرة (١٠) أيام عمل. وق حالة الإنفاء يدفع الطرف الأول بشكل فبرى الأتعاب التي تكبدها الطرف الثاني حتى تاريخ الإنحاء.
- ب. للطرف الأول الحق في سحب العمل وأداء باقي الخدمات على حساب الطرف الثاني وذلك ف أي من الحالات الآتية:
- ١. باستثناء الحالات الناتجة عن قوة قاهرة، إذا لم يقم الطرف الثاني بأداء الخدمات حسب بنود العقد أو متطلبات وتعليمات الطرف الأول أو وفقاً لتقدير الطرف الأول، شريطة أن يسبق ذلك توجيه إنذار مكتوب مدته حسر (٥) أيام عمل للطرف الثاني.
- إذا ثبت أن الطرف الثاني بطرق غير سليمة، قد شرع بنفسه أو بوساطة غيره بطريقة مباشرة أو غير مباشرةبدفع شيء من المال أو أي قدم أي منفعة أخرى أو وعد بأي من ذلك في سبيل الحصول على هذا العقد، ولا يلغي ذلك مسؤولية الطرف الثابي الجنائية عن تلك التصرفات. وعند حدوث أي من الحالات للذكورة في هذه الفقرة، يحق للطرف الأول أيضاً إنهاء أي اتفاقية أخرى مبرمة مع الطرف الثاني.
- إذا أخل الطرف الثاني بأي التزام من النزاماته بموجب هذا العقد أو تخلى عنه أو قام بتحويله أو التنازل عنه دون الحصول على موافقة مكتوبة مسبقة من الطرف الأول.
- ٤. إذا أفلس الطرف الثاني أو طلب إشهار إفلاسه أو ثبت إعساره أو صدر أمر بوضعه تحت الحراسة أو بدأ في إجراءات التصفية.

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insolvency, is put under receivership, dissolved or liquidated.

8. Tax

٨. الضرائب

The Second Party shall be liable for such taxes, fees and other impositions as may be levied under Applicable Law, the amount of which is deemed to have been included in the Fees. The Second Party acknowledges that the First Party may be required under Applicable Law to deduct from payment of each installment of the Fees an amount equal to the tax percentage applied on this Contract, and pay the deducted amount on behalf of the Second Party to the General Authority of Zakat and Tax of the Kingdom of Saudi Arabia. This amount, per agreement, is 5% of the contract value. For the avoidance of doubt, if the value-added tax ("VAT") is required by the Kingdom of Saudi Arabia Law and regulation, the Fees contained in this Contract shall be exclusive of such VAT, which will be added separately to the Fee in each invoice.

9. Conflict of Interest

Neither the Second Party nor its Team Members nor its Affiliates (or any of its subcontractors) shall engage, either directly or indirectly, in any business or professional activities which the Second Party recognizes is a conflict or would raise conflict of interest with the activities assigned to them under this Contract.

10. Liability

The Second Party shall be fully responsible for performing its obligations stated in the Contract within the agreed upon phases, specifications, and periods and with the standard and quality required by the Contract.

11. Indemnification

a. The First Party shall defend, indemnify, release and hold harmless the Second Party and its shareholders, officers, directors, agents, employees, contractors and assigns ("Indemnitee") with respect to any threatened claim, claim, loss, damage or expense (including, without limitation, counsel fees and disbursements) relating to the Second Party and their performance under the Agreement up to the total fees paid or payable

يلتزم الطرف الثاني بدفع الضرائب والرسوم والأعباء الأخرى التي يفرضها النظام المطبق والتي يعتبر مبلغها مشمولاً ضمن الرسوم، ويدرك الطرف الثاني إن الطرف الأول قد يكون ملزماً بموجب النظام المطبق بخصم مبلغ يعادل النسبة الضريبية المطبقة على هذا العقد من كل دفعه من الرسوم، ودفع ذلك المبلغ المخصوم نيابة عن الطرف الثاني إلى الحيئة العامة للزكاة والدخل في المملكة العربية السعودية، النسبة الضريبية المنطبقة هنا هي ٥% من قيمة العقد. ومنعاً للشك، في حال كانت ضريبة القيمة المضافة ملزمة وفقاً لنظام وتشريعات المملكة العربية السعودية، تكون الرسوم الواردة في هذا العقد غير مشمولة بجذه الضريبة والتي ستضاف بشكل منفصاً إلى الرسوم في كل فاتورة.

عارض الحسالح

لا يجوز للطرف الثاني أو فريق عمله أو الشركات التابعة له (أو أي ممن يتعاقد معه الطرف الثاني من الباطن) أن يقوموا بشكل مباشر أو غير مباشر بأي أعمال أو أنشطة مهنية يعلم الطرف الثاني أنما تتعارض أو قد ينتج عنها تعارض مصالح مع الأعمال الموكلة إليهم ممقتضى هذا العقد.

ه ١ . المسؤولية

يكون الطرف الثاني مسؤولاً مسؤولية كاملة عن أداء النزاماته المترتبة تموجب هذا العقد حسب المراحل والمواصفات والمدد الزمنية المتفق عليها، وبمستوى الجودة التي يتطلبها العقد.

۱۹.۱لتعويض

يجب على الطرف الأول الدفاع عن، وتعويض، وإخلاء مسئولية، وعدم الإضرار بالطرف الثاني ومساهيه ومدراءه ووكلاته وموظفيه ومقاوليه من الباطن ولمن تنازل لهم ("المعوضين") فيما يتعلق بأي مطالبة أو خسارة أو أضرار أو نفقات (بما في ذلك ودون حصر، أتعاب المحامي) تتعلق بالطرف الثاني وأدائه بموجب العقد بما لا يتجاوز إخمالي قيمة الرسوم المدفوعة أو

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for the Services. Without limiting the generality of the foregoing, the Indemnitee's reasonable time charges and expenses (including counsel fees and disbursements) shall be advanced or promptly reimbursed if an Indemnitee is subpocnaed to testify or to produce documents.

b. The Second Party shall defend, indemnify, release and hold harmless the First Party and its shareholders, officers, directors, agents, employees, contractors and assigns ("Indemnitee") with respect to any threatened claim, claim, loss, damage or expense (including, without limitation, counsel fees and disbursements) relating to the First Party and their performance under the Agreement up to the total fees paid or payable for the Services. Without limiting the generality of the foregoing, the Indemnitee's reasonable time charges and expenses (including counsel disbursements) shall be advanced or promptly reimbursed if an Indemnitee is subpoenaed to testify or to produce documents.

12. Confidentiality

- a. The Second Party undertakes to treat as secret and confidential, and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit use of any information obtained from First Party under the Contract for any purpose other than the performance of the Services. If, for the purpose of performing the Services, it is required to disclose such information or any part thereof, the Second Party shall obtain the prior written consent from the First Party and acknowledges that it will be fully liable for any breach of the confidentiality, without prejudice to First Party's right of recourse, if it is in the First Party's interest.
- b. The provisions of this Article shall be applied to all Team Members of the Second Party, its subcontractors and Affiliates. The Second Party shall, after receiving the First Party's prior written consent to share information with third parties, impose similar obligations on the receiving parties in order to ensure

المستحقة الدفع للخدمات. ودون الحد من عمومية ما تقدم، يجب سداد تعويضات ونفقات أحد المعوضين المعقولة (مما في ذلك أتعاب المحامي) بشكل مقدم أو فوري في حال استدعي للإدلاء بشهادته أو لتقديم مستندات أو أدلة.

ب. يجب على الطرف الثاني الدفاع عن، وتعويض، وإخلاء مسئولية، وعدم الإضرار بالطرف الأول ومساهيه ومدراءه ووكلائه ومظالبة أو خسارة أو الباطن ولمن تنازل لهم ("الجعوضين") فيما يتعلق بأي مطالبة أو خسارة أو أضرار أو نفقات (بما في ذلك ودون حصر، أتعاب المجامي) تتعلق بالطرف الأول وأدائه بموجب العقد بما لا يتجاوز إجمالي قيمة الرسوم المدفوعة أو المستحقة الدفع للخدمات. ودون الحد من عمومية ما تقدم، يجب سداد تعويضات ونفقات أحد المعوضين المعقولة (بما في ذلك أتعاب المحامي) بشكل مقدم أو فوري في حال استدعى للإدلاء بشهادته أو لتقديم مستندات أو أدلة.

١.١٢ السرية

يتعهد الطرف الثاني بمعاملة جميع معلومات الطرف الأول المتصلة بموضوع هذا العقد أو التي حصل عليها نتيجة لأدائه الخبرمات بسرية تامة، ويقر الطرف الثاني بأنه لن يقوم في أي وقت بالإفصاح أو يسمح بالإفصاح عنها لأي شخص أو استخدامها أو السماح باستخدامها لأي غرض كان عدا ما هو مرتبط بأداء الخدمات المتفق عليها. وفي حال الحاجة إلى الإفصاح عن هذه المعلومات أو أي منها بغرض أداء الخدمات، يلتزم الطرف الثاني بالحصول على الموافقة الكتابية المسبقة من الطرف الأول، ويقر الطرف الثاني بأنه سيكون مسؤولاً مسؤولية كاملة عن أي مخالفة لهذه السرية يرتكبها ذلك الشخص، وذلك دون الإخلال بحق الطرف الأول بالرجوع على ذلك الشخص متى كان هذا في مصلحته.

ب. تسري أحكام هذه المادة على فريق عمل الطرف الثاني والمتعاقدين معه من الباطن والشركات التابعة له. كما يلتزم الطرف الثاني، بعد حصوله على موافقة كتابية مسبقة من الطرف الأول لمشاركة المعلومات مع أطراف أخرى، بفرض التزامات مثيلة للحفاظ على سرية المعلومات قبل افصاحه لهم بأية معلومات متصلة بموضوع العقد.

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maintaining the confidentiality of information prior to disclosing any information related to the Contract.

- c. These obligations will not apply to information which the Second Party as the recipient can demonstrate: (i) is or becomes legally available to the public; (ii) is legally known to, or legally in the position of, the Second Party prior to the date hereof, (iii) is legally obtained from a third party who owes no obligation of confidence to First Party in respect of it; (iv) is or has been independently developed by the Second Party without use or reference to any confidential information or breach of this Contract.
- As an exception to the above, the Second Party may disclose confidential information to the extent that is requested pursuant to, or required by, any Law, regulation or order of any court or other governmental, regulatory or supervisory body; provided, however, that prior to any such compelled disclosure, the Second Party, to the extent lawful, shall give the First Party reasonable advance written notice to allow the First Party to object to such use or disclosure of confidential information. In all cases, the disclosure of the confidential information must be limited only by the requirement of the relevant authorities. Consent is hereby given to disclosure under the US Foreign Agents Registration Act and regulations. The Second Party may also disclose confidential information to its attorneys, accountants and other professionals who are bound by professional duties of confidentiality.
- e. The Second Party undertakes to return all the First Party's documents and any relevant property which may be in its possession or under its control, upon accomplishment of the Services or termination of the Contract. The Second Party may not retain a copy of such documents. Notwithstanding the foregoing, the Second Party may retain any documents and property if required by law, regulation or order and as necessary to enforce this Contract.
- f. The Second Party shall not refer to the First Party, the Services or the Contract in any announcement, statement, disclosure or proposal before obtaining the prior written consent of the First Party. The Second

- لا ينطبق التزام السرية على المعلومات التي يتلقاها أنطرف الثاني ويستطيع أن يثبت به (أ) أنحا متاحة للجمهور حال تلقيها أو أصبحت كذلك فيما بعد بظريقة نظامية؛ أو (ب). أنحا كانت معروفة للطرف الثاني أو في حوزته بشكل نظامي قبل تلقيها من الطرف الأول؛ أو (ج) أبه حصل عليها بشكل نظامي من طرف ثالث ليس بينه وبين الطرف الأول التزامات سرية بشأن المعلومات المشاركة؛ أو (د) أنه تم تطويرها بشكل مستقل من قبل الطرف الثاني دون استخدام أو الإشارة إلى المعلومات السرية ودون الإخلال كفذا العقد.
- وكاستثناء مما ذكر أعلاه، يكون الطرف الثاني غولاً بالإفصاح عن المعلومات الببرية بموجب القانون أو الأنظمة أو بموجب طلب أي من الهيئات العامة أو الإدارية أو القضائية شريطة أن يقدم للطرف الأول، بالحد المسموح به نظامياً، إشعاراً خطياً ومهلة كافية للاعتراض على استعمال أو الإفصاح عن المعلومات السرية. وفي جميع الأحوال يجب أن يكون الإفصاح عن المعلومات البسرية محصوراً بالحد المطلوب من قبل الجهة ذات العلاقة. وقد تم منح إذن للإفصاح بموجب نظام تسجيل الوكلاء الأجانب الأمريكي ولوائحه. ويمكن الطرف الثاني من الإفصاح عن المعلومات محاميه ونحاسبيه وغيرهم من المهنين الملتزمين بالمهام المهنية لسرية المعلومات.
- ه. يتعهد الطرف الثاني فور ابتهاء العقد أو إنحائه، بإعادة جميع المستندات والممتلكات التي خصل عليها من الطرف الأول لأداء عمله. ولا يجوز للطرف الثاني الاحتفاظ بنسخ من هذه المستندات. وبالرغم نما سبق، يجوز للطرف الثاني الاحتفاظ بأي وثائق وممتلكات متى كان ذلك مطلوباً بالقانون أو الأنظمة أو الأوامر القضائية أو حسب الضرورة لتنفيذ هذا العقد.
- لا يجوز للطرف الثاني الإشارة في أي إعلان أو بيان أو إفصاح أو عرض إلى الطرف الأول أو العقد أو الحدمات قبل حصوله على موافقة خطية مسبقة من الطرف الأول من الطرف الأول. كما يحظر على الطرف الثاني الإشارة إلى الطرف الأول

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Party is also prohibited from referring to the First Party for any promotional or advertising purpose before obtaining the prior written consent of the First Party.

لأغراض الترويج أو الدعاية قبل حصوله على موافقة خطية مسبقة من الطرف الأول.

13. Intellectual Property Rights

٣ . . حقوق الملكية الفكرية

a. The parties foresee that the Second Party or Team Members may make, conceive, develop and/or create Intellectual Property in the course of providing the Services.

يعلم الطرفان أن الطرف الثاني أو أفراد فريق العمل قد يكتشفون أو يطورون أو يخترعون ملكيات فكرية أثناء تقديم الخدمات.

b. In this Article:

ب. في هذه المادة:

- Intellectual Property Right means a trade mark, service mark, business name, work which is subject matter of copyright or related rights, know-how, trade secret and any other intellectual property right of any nature whatsoever throughout the world (whether registered or unregistered and including all applications and rights to apply for the same) which:
 - I. relates to or is useful in connection with the business or service of the First Party ("The First Party's Intellectual Property Rights"); and
 - II. is invented, developed, created or acquired by the Second Party or the Team Members (whether alone or jointly with any other person) specifically and exclusively for the First Party in the course of providing the Services during the course of this Contract ("Services Intellectual Property Rights");
- Services IP Materials means any documents (whether in electronic, paper or other form) constituting or relating to any Services Intellectual Property Right.
- c. The Second Party hereby agrees and shall procure that each Team Member agrees that based on the type of subject matter, all available intellectual property rights in any Services Intellectual Property Rights, unless otherwise inalienable, would be exclusively owned by the First Party which arise in the course of performing the Services.
- d. The Second Party agrees and shall procure that each Team Member agrees to sign all documents and do all other acts which the First Party reasonably requests (at

- ١) يقصد بحق الملكية الفكرية أي علامة تجارية، أو علامة حدمة، أو اسم لعبل تجاري، أو عمل يكون موضوعاً لحقوق النشر أو حقوق ثماثلة، أو معرفة عملية، أو سر تجاري، وغيرها من حقوق الملكية الفكرية أياكانت طبيعتها في العالم (سواء كانت مسجلة أو غير مسجلة، وتشتمل على كافة تطبيقات أو حقوق تطبيقها) والتي:
- آ. تتعلق بأعمال أو خدمات الطرف الأول أو ذات فائدة مرتبطة
 يما ("حقوق الملكية الفكرية للطرف الأول")؛ و
- II. يقوم الظرف الثاني أو فريق العمل باختراعها، أو تطويرها، أو إنشائها، أو الحصول عليها (بشكل منفرد أو مع أي شخص آخر) بشكل خاص وحصري للطرف الأول في سياق تقديم الخدمات أثناء مدة هذا العقد ("حقوق الملكية الفكرية الخاصة بالخدمات")؛
- تغنى مواد الملكية الفكرية الخاصة بالخدمات أي وثائق (سواء كانت النكترونية أو مطبوعة أو غير ذلك) تشكل أو تتعلق بأي حق للسلكية الفكرية الخاصة بالخدمات.
- ج. يوافق الطرف الثاني بموجب هذا العقد ويضمن موافقة كل فرد من فريق العمل على أن جميع حقوق الملكبة الفكرية المتصلة بحقوق الملكية الفكرية الخاصة بالخدمات والتي نشأت وقت تقديم الخدمات، مجلوكة بشكل حصري للطرف الأول، مالم تكن تلك الحقوق غير قابلة للنقل.
- د. يوافق الطرف الثاني بموجب هذا العقد ويضمن موافقة كل فرد من فريق العمل
 على التوقيع على كافة الوثائق والقيام بجميع الأعمال التي يطلبها الطرف

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consent) of the First Party.



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its expense) to enable the First Party to enjoy the full benefits of this Article.

the First Party's Intellectual Property Rights and Services IP Materials to perform their obligations under this Contract, and shall not disclose any of the First Party's Intellectual Property Rights or Services IP Materials to any third party without the prior verbal

consent (to be immediately followed by written

- f. The Second Party further agrees that it will not claim ownership rights to the work which is subject matter of copyright, or any derivative, compilation, sequel or series, or related work either created by Second Party or by the First Party which is First Party's Intellectual Property Rights and Services IP Materials.
- g. The Second Party shall and shall procure that each Team Member shall immediately transfer to the First Party all Services IP Materials in their possession or under their control when this Contract expires or terminates for any reason, or at any time when the First Party requests transfer. No copies or other record of any Services IP Materials may be retained by the Second Party except with the prior written consent of the First Party or if required by law, regulation or order and as necessary to enforce this Contract.

14. Second Party's Representations and Undertakings

The Second Party acknowledges and undertakes the following:

 a. It has been duly incorporated pursuant to the laws of New York State—the United States and has submitted a valid copy of the relevant documents to the First Party. الأول بشكل معقول (على نفقته) وذلك لضمان تمتعه بجميع الحقوق المنصوص عليها في هذه المادة.

- . ه. لا يمكن للطرف الثاني أو فريق العمل استخدام حقوق الملكية الفكرية للطرف الأول أو مواد أو حقوق الملكية الفكرية الخاصة بالخدمات إلا من أجل أداء التزاماتهم بموجب هذا العقد، كما يجب على الطرف الثاني وفريق العمل عدم الإفصاح عن أي من حقوق الملكية الفكرية للطرف الأول أو مواد أو حقوق الملكية الفكرية الخاصة بالخدمات لأي طرف ثابت دون الحصول على موافقة شفهية مسبقة (على أن تليها بشكل فوري موافقة خطية) من الطرف الأول.
- و. يوافق الطرف الثاني كذلك على أنه لا يحق له المطالبة بملكية الحقوق لأي عمل يكون موضوعاً لحقوق البشر، أو أي جزء مشتق منها، أو مادة بجمعة أو تتمة أو سلسلة أو أي عمل مرتبط به سواء تم إنشائه من قبل الطرف الثاني أو الطرف الأول يتصل بحقوق الملكية الفكرية للطرف الأول أو مواد الملكية الفكرية الخاصة بالخدمات.
- ز. يجب على الطرف الثاني بشكل فوري نقل، وأن يضمن قيام كل فرد من فريق العمل بنقل كافة مواد الملكية الفكرية الخباصة بالخبدمات للطرف الأول مما يكون في حوزهم أو تحت سيطرهم عند انتهاء فترة العقد أو إنحائه لأي سبب، أو في أي وقت يطلب منه الطرف الأول نقلها. ولا يمكن للطرف الثاني الاحتفاظ بأي نسبخ أو سبحل لمواد الملكية الفكرية الخاصة بالخدمات الثاني الاحتفاظ بأي نسبخ أو سبحل لمواد الملكية الفكرية الخاصة بالخدمات لا بعد الحصول على موافقة خطية مسبقة من الطرف الأول أو متى كان ذلك مطلوباً بالقانون أو الأنظمة أو الأوامر القضائية أو حسب الضرورة لتنفذ هذا العقد.

١٤. اقرارات وتعهدات الطرف الثاني

يقر ويتعهد الطرف الثاني بما يلي:

أ. أنه مؤسس بشكل قانوني بموجب الأنظمة المعمول بها في ولاية نيويورك - الولايات المتحدة الأمريكية، وقد قدم نسخ سارية من المستندات المؤيدة لذلك للطرف الأول.

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Services Contract between the Public Investment Fund and KARV عقد خدمات بين صندوق الاستثمارات العامة وكارف كومنيكيشن إنك فيما يتعلق بيرنامج النواصل Communications, Inc. in connection with Strategic Communications Program.

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- b. It has the full right, authority and capacity to enter into this Contract and full the obligations thereunder and that the Contract is legal, enforceable and binding in accordance with its terms.
- c. It is in compliance with the Applicable Law and all relevant laws and procedures necessary to maintain all licenses, permits and certificates required to provide the Services pursuant to this Contract, and it has submitted a valid copy of the relevant documents to the First Party.
- d. Its license has never been suspended or cancelled.
- It has never been subject to sanctions, penalties or fines.
 - 15. Assignment of Contract

Without prejudice to the Second Party's right to engage outside specialists for provision of the Services, the obligations of the Second Party under this Contract are direct obligations and it shall not, without the prior written consent of First Party, assign or transfer any of its rights or obligations thereunder to any other party.

16. Waiver of Rights

Failure by a Party to assert its rights under this Contract shall not be deemed a waiver of such rights, nor shall any waiver be implied from any act or omission. No waiver by a Party with respect to any right shall extend to any subsequent breach of the terms hereof unless such waiver explicitly provides otherwise.

17. Force Majeure

The failure of a party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from any event that is unpredictable or outside of the reasonable control of the Party and which affects such Party's performance of its obligations under this Contract, including, without limitation, fire, floods, accidents, declared and undeclared war and military operations, economic sanctions, regulatory requirements and

- ب. أنّه يملك كامل الحق والصلاحية والقدرة على توقيع هذا الغقد، وتنفيذ الالتزامات الواردة فيه، ويشكل هذا العقد التزاماً نظامياً وملزماً ونافذاً وفقاً لشده طه.
- و. أنه ملتزم بالنظام المطبق وبجميع الأنظمة والإجراءات ذات العلاقة الضرورية للمحافظة على جميع التراخيص والتصاريح والشهادات المطلوبة لتنفيذ الجدمات وفقاً لهذا العقد، وقد قدم نسخ سارية من المستندات المؤيدة لذلك للطرف الأول.
 - د. أنه لم يسبق أن تم سحب أي من تراخيصه مؤقتاً أو إلغائها.
- ه. أنه لم يسبق أن تم فرض أي إجراءات جزائية أو عقوبات أو غرامات عليه.

٥ ١ . التنازل عن العقد

دون إخلال بحق الطرف الثاني في إشراك أخضائيين خارجيين من أجل تقديم الخدمات، تعتبر التزامات الطرف الثاني بموجب هذا العقد التزامات مباشرة ولا يجوز له إحالة العقد أو التنازل عن أي من حقوقه أو التزاماته أو تفويض أي من مسؤولياته لأي طرف آخر دون الحصول على موافقة كتابية مسبقة من الطرف الأول.

١٦. التنازل عن الحقوق

إن عدم قيام أي طرف بممارسة حقوقه بموجب هذا العقد لا يعتبر تبنازل عن تلك الحقوق، كما أن أي تصرف أو إغفال لا يوحي ضمنًا أبالتنازل عن أية جقوق. لا يسري تنازل أي طرف عن أي حق على أي إخلال لاحق بشروط هذه العقد ما لم ينص ذلك التنازل صراحةً على غير ذلك.

١٠٧. القوة القاهرة

لا يعتبر عدم أداء أحد الطرفين لالتزاماته إخلالاً بمنا العقد إذا كان هذا العجز ناشئاً عن أي حدث غير متوقع أو خارج عن الإرادة والسيطرة المعقولة لأي طرف مما يؤثر على أداء التزاماته بموجب هذا العقد، ويشمل – على سبيل المثال لا الحصر – الحريق والفيضان والحوادث والحرب المعلنة وغير المعلنة والعمليات العسكرية والحظر الاقتصادي والمتطلبات والتعليمات النظامية أو أي من الأوامر أو الأحكام الصادرة من جهات إدارية أو قضائية في المملكة العربية السعودية أو

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عقد خدمات بين صندوق الاستثمارات العامة وكارف كومنيكيشن إنك فيما يتعلق ببرنامج التواصل الاستواتيجي

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instructions and administrative and judicial orders in the Kingdom of Saudi Arabia or the United States of America ("Force Majeure"), provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and has informed the other party as soon as reasonably possible about the occurrence of such an event.

القوة القاهرة قد اتخذ جميع الاحتياطات المعقولة والعناية الواجبة والتدابير اللازمة، وذلك بغرض تنفيذ شروط وأحكام هذا العقد وقد أبلغ الطرف الآخر بشكل معقول في أقرب وقت ممكن عن وقوع مثل هذا الحدث.

الولايات المتحدة الأمريكية ("القوة القاهرة") بشرط أن يكون الطرف المتضرر من

18. Modifications

This Contract can only be modified by written agreement between the Parties.

19. Notice

Any notice, request, approval or other communication required under this Contract must be in writing and must be delivered by hand, registered mail or internationally recognized air courier service, or e-mail to the designated person of the relevant Party at the respective address below:

a. The First Party:

The attention of: Corporate Communications Division

Public Investment Fund

Information Technology and Communications Complex, Building CS01, Al Nakhil District, P.O. Box 6847, Riyadh 11452

Kingdom of Saudi Arabia

Telephone: 011 813 5810

E-mail: aalmunajjed@pif.gov.sa

b. The Second Party:

The attention of: Andrew Frank

KARV Communications

122 East 42nd Street, Suite 2005

New York, NY 10168 USA

Telephone: 212-333-0275

E-mail: adf@karvcommunications.com

٨ ١ . التغديلات

لا يجوز تعديل هذا العقد إلا باتفاق كتابي بين الطرفين.

١١١٤ خطارات

يجب أن تكون الإخطارات والمراسلات بموجب هذا العقد مكتوبة، ويجب أن يتم تسليمها مناولة باليدأو بواسطة البريد المسجل أو خدمة بريد جوى معروفة عالميًا أو بواسطة البريد الإلكتروني إلى أي من الاشخاص المعنيين بالنسبة لكل طرف على العناوين التالية:

أ. بالنسبة للطرف الأول:

عناية: إدارة الاتصال المؤسسى

صندوق الاستثمارات العامة

مجمع تقنية المعلومات والاتصالات، مبنى CS01، حى النخيل،

ص.ب. ۲۸٤٧، الومز البريدي ۲۵٤٥، الوياض

المملكة العربية السعودية

الهاتف: ١١٨٥ م١٢ ١١٠

البريد الإلكترون: aalmunajjed@pif.gov.sa

ب. بالنسبة للطرف الثانى:

عناية: أندرو فرانك

كارف كومنيكيش

۱۲۲ شرق شارع ٤٢، سويت ٢٠٠٥، نيويورك، إن واي ١٠١٦٨

الولايات للتحدة الأمريكية

الماتف: ٢١٢ ٣٣٣ ٠٢٧٥

البريد الإلكترون: adf@karvcommunications.com

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Any such notice, request or other communication shall be deemed to have been delivered (a) when delivered, if delivered by hand against a confirmation of delivery, (b) three Business Days after it is deposited with the registered mail service provider or internationally recognized air courier service, (c) the day of sending, if by e-mail prior to 3:00 p.m. (Rivadh time) on any Business Day or the next Business Day if sent by e-mail after 3:00 p.m. (Riyadh time) وn any Business Day or on any day other than a Business بواسطة البريد الإلكتروني بعد الساعة الثالثة مساء (بتوقيت الرياض) من أي يوم Day.

ويعتبر أي من تلك الإخطارات أو المراسلات قد تم تسليمها (أ) عند التسليم، في حالة التسليم مناولة باليد مقابل إيصال تأكيد استلام، (ب) بعد ثلاثة أيام عمل من تاريخ إيداعها لدى مزود حدمة البريد للسجل أو البريد الجوى والمعروف عالمياً، (ج) في يوم الإرسال، في حال الإرسال بواسطة البريد الإلكتروني قبل الساعة الثالثة مساة (بتوقيت الرياض) من أي يوم عبل، أو في يوم العمل التالي في حال الإرسال عمل أو في أي يوم لينس يوم عمل.

20. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the First Party or the Second Party may be taken or executed by the authorized representatives specified below or any person thereunto authorized in writing by such representatives.

يقوم باتخاذ أي تصرف أو توقيع أي وثيقة مما يكون مطلوباً أو مسموحاً به طبقاً

لأحكام هذا العقد نيابة عن الطرف الأول أو الطرف الثابي الممثلون المفوضون المحدون أدناه أو أي شخص يخول في ذلك كتابة من قبل الممثل المفوض.

The authorized representatives are:

For the First Party:

Public Investment Fund Managing Director, His Excellency Mr. Yasir Al Rumayyan

For the Second Party:

Financial Comptroller, Mrs. Carol Haynes

الممثلون المفوضون هم:

· ٢ ـ المعلون المقوضون

عر الطرف الأول:

المشرف على صندوق الاستثمارات العامة، معالى الأستاذ ياسر الرميان

عر الطرف الثاني:

مراجع حيشابات مالى، الأستاذة كارول هاينس

21. Language

This Contract (including the appendices attached thereto) أيرم هذا العقد (شياملاً الملاحق للرفقة به) باللغة الإنجليزية التي ستكون اللغة الملاحق للم has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

٢١.١للغة

وتكون لها الحجية في كافة الأمور المتعلقة بمعنى العقد أو تفسيره.

22. Comprehensiveness of the Contract

This Contract sets out all the terms, conditions and undertakings agreed between the Parties and superscdes and replaces any prior agreements or understanding relating to the subject matter of the Contract. No agent or representative of any Party shall have the right to make any statements. undertakings, representations. promises. assurances or arrangements not expressly reflected in this Contract and neither Party shall be liable or responsible for

٢٢. شولية العقد

يتضمن هذا العقد جميع الاتفاقات والاشتراطات والتعهدات التي اتفق عليها الطرفان ويحل محل أي اتفاقات أو مفاهمات سابقة تتعلق بموضوع العقد أو الخدمات، وليس لأي وكيل أو ممثل لأي من الطرفين سلطة الإدلاء بأية بيانات أو تعهدات أو وعيد أو اتفاقات غير منصوص عليها في هذا العقد، ولا تكون

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Services Contract between the Public Investment Fund and KARV عقد خدمات بين صندوق الاستثمارات العامة وكارف كومنيكيشن إنك فيما يتعلق ببرنامج التواصل Communications. Inc. in connection with Strategic Communications Program.

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any such statements, undertakings, promises, assurances and arrangements.

representations,

تلك البيانات أو التعهدات أو الوعود أو الاتفاقات ملزمة لأي من الطرفين ولين يكونا مسؤولين عنها.

23. Survival Articles

The rights and obligations set forth under Article 5 (Fees and Payment), Article 11 (Indemnification), Article 12 (Confidentiality), and Article 13 (Intellectual Property Rights), this Article 23 and Article 24 (Applicable Law and Settlement of Disputes) shall survive the expiry or termination of the Contract for whatsoever reason.

24. Applicable Law and Settlement of Disputes

The Contract shall be subject to, construed and implemented according to the laws and regulations of England and Wales (the "Applicable Law"). In the event of any dispute or controversy arising between the First Party and the Second Party with regard to the implementation of the Contract, which cannot be settled amicably, the matter in dispute shall be referred for final settlement to the London Court of International Arbitration.

25. Counterparts

counterparts, each of which shall be deemed, when signed, an original, but all of which shall constitute one and the same instrument.

26. Signature

In witness hereof, the Parties executed this Contract in three original copies and hereby each party certifies that it has obtained an original copy.

٣٣. المواد السارية بعد انقضاء العقد

تبقى أجكام المواد (٥- الرسوم والدفع) و (١١- التعويض) و (١٢- السرية) و (١٣- حقوق الملكية الفكرية) وهذ المادة ٢٣ و (٣٤- النظام الواجب التطبيق وتسبوية المنازعات) سارية ونافذة حتى بعد انقضاء العقد أو إنمائه لأي سب كان.

٢٤. النظام الواجب التطبيق وتسوية المنازعات

يكون تبفيذ هذا العقد وتفسيره وفقاً للأنظمة واللوائح المعمول بما في دولة إنجلترا وويلز ("النظام الحطبق")، وكل خلاف قد ينشأ في هذا الشأن ولا يتوصل فيه إلى تسوية ودية بين الطرفين يحال إلى محكمة إندن للتحكيم الدولي للفصل فيه بشكل

٢٥. نسخ العقد

يجوز توقيع هذا العقد بأي عبد من النسخ المتطابقة والمستقلة وتعتبركل منها عند This Contract may be executed in any number of توقيعها نسخة أصلية ولكن جميع النسج المتطابقة مجتمعة تعتبر وثيقة واحدة.

٢٦ أالتوقيع

وإثباتًا لما تقدم، أبرم الطرفان هذا العقد من عدد (٣) نسخ أصلية، ويقر كل طرف يموجيه بحصوله على نسخة أصلية.

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Services Contract between the Public Investment Fund and KARV عقد خدمات بين صندوق الاستثمارات العامة وكارف كومبكيشن إنك فيما يتعلق بيرنامج التواصل Communications, Inc. in connection with Strategic Communications Program. الاستراتيجي

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On behalf of the First Party

His Excellency Mr. Yasir Al Rumayyan

نيابةً عن الطرف الأول معالى الأستاذ ياسر الرميان

المشرف على صندوق الأم

Managing Director of Public Investment Fund

Signature:

التوقيع:

On behalf of the Second Party

Mr. Andrew Frank

President & Founder

نيابةً عن الطرف الثاني

الأستاذ أندرو فرانك

الرئيس والمؤسس

Signature:

التوطيع

16 Februs 2019

Services Contract



صندوق الاستثمارات العامة عقد خدمات

Appendix No. (1) Services

ملحق رقم (١) اخدمات

Communications goals for the First Party:

- Create a clear distinction between First Party (and its investment-driven mission) and the political leadership in Saudi Arabia.
- Enhance the reputation and image of First Party and its senior executives while underscoring the business-only purpose and focus of the First Party and emphasizing its achievements.
- Build trust and improve relations with key international stakeholders, e.g., current and potential investors and portfolio companies; business leaders and other influential third parties; media; etc.
- Ensure First Party is well prepared for any potential negative developments and future external scrutiny that it may encounter.

The Second Party designed the following strategic communications program to achieve the above goals:

Phase I: Preparation

- 1. Advisory Services Briefing with First Party, Information Gathering and conference calls
- 2. Media Analysis and advice
- 3. Perception Audit of First Party
- 4. Stakeholder Identification and mapping
- 5. Message Development and beginning of implementation
- 6. Crisis Preparation and scenario review
- 7. Public Affairs review and on-going recommendations

Phase II: Implementation

- 1. Advisory Services
- 2. Messaging/Materials development and on-going update
- 3. Media support, planning and outreach
- 4. Stakeholder Outreach
- 5. Elevate Profile of Key First Party's Executives

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Appendix No. (2) Fees

ملحق رقم (٢) الرسوم

Services	Monthly Fees Capped in USD
Multi-services as described in Appendix 1	\$ 120,000

Expenses and Travel Fees:

All expenses would be billed separately at cost, with a five percent service fee. Any direct expense in excess of \$500 would not be undertaken without prior written approval of the First Party. Travel outside of the United States will be business class, travel in the United States will be coach.